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OFFICES IN:
MANCHESTER
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January 13, 2006

Via Electronic Mail and U.S. First Class

Orville B. Fitch, II
Senior Assistant Attorney General
Civil Bureau
Office of the Attorney General
33 Capitol Street
Concord, NH 03301

Re: Pennichuck Water Works; SmartWater.org

Dear Attorney Fitch:

I write in response to your January 6, 2006 letter regarding a complaint filed by Nashua City Clerk, Paul R. Bergeron, against Pennichuck Water Works ("Pennichuck") and SmartWater.org ("SmartWater"). The complaint alleges that both Pennichuck and SmartWater violated certain state election laws and Nashua City Ordinances around the time of Nashua's November 8, 2005 municipal election.

Pennichuck and SmartWater deny that they violated any state or municipal election laws or ordinances. As outlined in greater detail below, Mr. Bergeron's complaint has no basis in law and, for the following reasons, does not warrant further investigation by your office:

- RSA 664:4 does not apply to municipal elections;
- RSA 664:4, I, which purported to limit corporate campaign contributions, has previously been declared unconstitutional by the U.S. District Court for New Hampshire, and thus is unenforceable;
- By its express language, RSA 664:14 does not apply to either the Pennichuck or the SmartWater advertisements; and
- City ordinances respecting campaign contributions do not apply to Pennichuck or SmartWater, and even if they did apply, are unenforceable because they are unauthorized as a matter of law.

1. Background

To put Mr. Bergeron's complaint in context, some background information is necessary. The City of Nashua and Pennichuck have been engaged in a protracted four-year dispute over Nashua's attempt to take, by eminent domain, all of the assets of Pennichuck Water Works.¹ The City claims that it wants to acquire those assets to operate a water service that Pennichuck has been operating for more than 150 years.

The importance of the issues surrounding the City's takeover attempt made it a significant focus of the November 8, 2005 election for City Aldermen. Prior to the November 8th election, Pennichuck ran a series of advertisements in the Nashua Telegraph and the Hippo Press addressing those issues and opposing the City's attempt to takeover Pennichuck's assets. Just prior to the election, Pennichuck ran several ads promoting certain candidates for Alderman. SmartWater also ran ads over many months prior to the City election. None of SmartWater's ads identified any candidates. Leading up to the election, the SmartWater ads focused on several local political issues and stated "vote for change".

Because Pennichuck and SmartWater's ads opposed the City's attempt to take over Pennichuck Water Works, the City tried to place roadblocks in their way. On November 2, 2005, Mr. Bergeron wrote to Pennichuck stating that Pennichuck had to file expenditure reports with his office. On the day of the elections, the City tried to prevent SmartWater representatives from displaying "vote for change" signs near the polling areas. In addition, Mr. Bergeron's agents told these individuals that their signs were illegal. Six weeks after the election, Mr. Bergeron filed this complaint.

2. Pennichuck Did Not Violate The Campaign Contribution Statute, RSA 664:4, Because that Statute Does Not Apply To The November 8, 2005 Nashua City Elections

Mr. Bergeron's claims that Pennichuck violated state campaign contributions laws are without merit because those laws do not apply to municipal elections. RSA 664:4 states as follows:

No contribution, whether tangible or intangible, shall be made to a candidate, a political committee, or political party, or in behalf of a candidate or political committee or political party, directly or indirectly, for the purpose of promoting the success or defeat of any candidate or political party at *any state primary or general election*.

¹ The contentiousness of the eminent domain proceedings is further emphasized by the fact that when the City filed this complaint with the Attorney General, it also sent a copy to at least two newspapers, but never sent a copy to Pennichuck.

(Emphasis added). RSA 664:1 further spells out the applicability of chapter 664 to various elections:

The provisions of this chapter shall apply to all *state primary, general, and special elections*, but shall not apply to presidential preference primaries. The provisions relating to political advertising, RSA 664:14 through 17-a, shall *additionally apply to city, town, school district and village district elections*.

(Emphasis added).

By its plain language, RSA 664:4 applies only to state, not municipal, elections. Any doubt of this limited applicability is dispelled by RSA 664:1 which takes pains to clarify that only specific, *and limited*, provisions of chapter 664 apply to "city, town, school district and village district elections" as well as to state elections. It is a well settled rule of statutory construction that "the expression of one thing in a statute implies the exclusion of another." St. Joseph Hospital Of Nashua v. Rizzo, 141 N.H. 9, 12 (1996), quoting In re Guardianship of Raymond E., 135 N.H. 688, 691 (1992). By specifically mentioning that only certain limited sections of chapter 664 apply to local elections, the statute is unequivocal that the remaining sections, including RSA 664:4, do not. Thus, whether Pennichuck spent one dollar or, as Mr. Bergeron claims, more than five thousand dollars on ads during the November 8th City elections does not matter. The state campaign contributions statute does not apply.²

3. RSA 664:14 Does Not Apply To SmartWater's "Vote For Change" Advertisements Because Those Ads Are Protected Political Speech, Not Political Ads

Mr. Bergeron alleges that SmartWater violated RSA 664:14 when it placed ads in newspapers and around town promoting a "vote for change." Mr. Bergeron claims that these

²RSA 664:4 is also unenforceable against Pennichuck because it was declared unconstitutional to the extent that it restricted campaign contributions by corporations. In Kennedy v. Gardner, 1999 WL 814273 *8 (D.N.H. 1999) (not reported in F.Supp. 2d.), the court held that RSA 664:4, I "presents very real impositions on corporate political contributions and corporate rights to free speech guaranteed by the First Amendment." On June 6, 2000, the Attorney General issued an Opinion in response to Kennedy. The Attorney General's Opinion recognized that RSA 664:4, I was unconstitutional and unenforceable. In addition, it also recognized that the legislature had refused to pass any legislation to amend the statute. Indeed, to this day, the legislature has let the unenforceable provision regarding corporate campaign contributions stand rather than create new legislation that regulates corporate contributions in any manner.

The June 6, 2000 Opinion also stated that although the provision pertaining to campaign contributions by corporations was found to be unconstitutional, it would nonetheless apply the provision regulating campaign contributions by individuals, RSA 664:4, V, to corporations. This proposed interpretation is inconsistent with the RSA 664:4's plain language, which makes clear distinctions between corporations (subsection I), partnerships (subsection II), unions (subsection III) and persons (subsection V). Additionally, rewriting a statute that has been declared unconstitutional is not within the powers of the Attorney General but is a legislative matter.

advertisements violated RSA 664:14 because they were not properly signed by the party responsible for them and do not otherwise contain the proper disclosures. Mr. Bergeron describes at length his search for information concerning SmartWater and his search for the funding source or principals behind SmartWater. Though he tries to imply that there is something either sinister or secretive behind the fact he could not find a great deal of information about *SmartWater.org*, he fails to explain why this information is relevant in the first instance. Instead, Mr. Bergeron makes bare, conclusory allegations that SmartWater's ads are "political advertising" and thus RSA 664:14 requires them to be signed. Those conclusions are completely without merit.

RSA 664:2 defines "political advertising" as "any communication...which expressly or implicitly advocates the success or defeat of any party, measure, person..." In Stenson v. McLaughlin, the court held that RSA 664:2 and RSA 664:14 were "facially unconstitutional" because those statutes also attempted to regulate speech that did **not** expressly advocate the success or defeat of a party. Stenson v. McLaughlin, 2001 U.S. Dist. LEXIS 14167, *16 (D.N.H. 2001). The court struck the word "implicitly" from the definition of political advertising under RSA 664:2 and permanently enjoined the state from regulating political advertising that "implicitly" advocates the success or defeat of a person party or measure. Id. at **22-23. As a result, RSA 664:14 only applies to parties that **expressly** advocate the success or defeat of any party, measure, or person.

Express advocacy in the political speech context has been defined as speech that by "express" terms advocates for the election or defeat of a clearly identified candidate. Federal Election Commission v. Massachusetts Citizens For Life, Inc., 479 U.S. 238, 249-250 (1986), citing Buckley v. Valeo, 424 U.S. 1, 44 (1976). The Attorney General's policy has been to "tightly construe any statute that purports to limit a candidate's or entity's actions" with respect to political expression in order to allow "free and unfettered elections and the free exchange of ideas." See August 2, 2000 letter of Attorney General Philip T. McLaughlin to William F. Lynch ¶ 3, attached. As a result, the Attorney General uses the "bright line" test set forth in Buckley to determine whether political speech is express advocacy, which may be regulated, and "issue advocacy" which may not be regulated. See id. ¶¶ 2, 4.

Buckley, Massachusetts Citizens For Life, Inc., and their progeny require that political speech may be regulated only if that speech: 1) uses the explicit words of advocacy identified in Buckley; and 2) advocates for the election or defeat of a particular candidate. Based on these constraints, SmartWater's ads are clearly not express advocacy and therefore not "political advertising" regulated by RSA 664:14. First, there can be no question that the ads do not explicitly advocate for the election or defeat of any particular candidate. Although the ads use the advocacy language "vote for" mentioned in Buckley, they do not advocate that a voter vote for anyone in particular. The ads do not identify a particular party or a particular group, contain no pictures of any particular candidate, or even identify what "change" people should vote for. Second, "vote for change" could be interpreted in a variety of ways. For example, "vote for a change November 8th" does not necessarily ask voters to reject an incumbent. That language could merely urge citizens to vote for **any** candidate promising to eliminate wasteful spending. It

could also urge a vote for any candidate promising to try and affect change in the City government if elected or reelected. Indeed, Mr. Bergeron's complaint recognizes that the "vote for change" ads are not express advocacy when he contrasts ads promoting specific candidates with the "more generic broadcast and print 'Vote for Change' ads [which] attempt to influence the results of [an] election *in a more abstract manner*." Bergeron Complaint ¶ 2 (emphasis added).

Further, SmartWater's "vote for change" ads are about issues, not candidates. For example, the door hangers distributed by SmartWater contained the following text:

- *Endless tax increase*
- *Runaway government spending*
- *Conflicts of interest*
- *Wasteful spending on the hostile takeover of Pennichuck*

Send a message – Vote for change November 8

Similarly, the lawn signs contained the following copy:

Tired of higher taxes? Wasteful spending? Vote for change November 8.

These issues—taxes, spending, and the takeover of Pennichuck—are clearly a "discussion of the issues on the public's mind of the candidate's positions on such issues" and thus protected by the First Amendment. See August 2, 2000 letter of Attorney General Philip T. McLaughlin to William F. Lynch ¶ 2. Political speech about issues is protected by the First Amendment and the state or City cannot require that such speech be signed. See McIntyre v. Ohio Elections Comm'n, 514 U.S. 334, 342 (1995) (reversing a conviction for distribution of unsigned political pamphlets).

Accordingly, the ads run by SmartWater are protected issue advocacy and are not, nor could they be, be regulated under RSA 664:14.

4. RSA 664:14 Does Not Apply To Pennichuck's Ads Because It Is Not Regulated By That Section

Though Mr. Bergeron's complaint identifies a number of ads run by Pennichuck, it does not allege that any of these ads violated RSA 664:14. This is for good reason: Mr. Bergeron knows that RSA 664:14 does not apply to Pennichuck.

Even if Pennichuck's ads constitute "political advertising" within the meaning of RSA 664:2, Pennichuck is not an entity regulated by RSA 664:14. Subpart I does not apply because it requires that the person responsible for political advertising sign a political ad only if that person is a "candidate, political committee, or natural person". Clearly, Pennichuck is none of those. Pennichuck is not a natural person or a candidate. Nor is it a political committee, which is

defined by RSA 664:2, III as "an organization of two or more persons to influence elections or measures", because Pennichuck is not an organization to influence elections or measures, but rather a business corporation that was organized more than 150 years ago for the purpose of providing water to homes in New Hampshire. In addition, RSA 664:2, XVI defines business organization as follows:

"Business organization" means any enterprise ...organized for gain or profit, and includes any enterprise which is expressly made exempt from income taxation under the United States Internal Revenue Code of 1986. *It does not include a political committee as defined in RSA 664:2, III, or the political committee of a political party, as defined in RSA 664:2, V.*

(Emphasis added). Because Pennichuck is a business organization, by definition it cannot also be a political committee.

In addition, RSA 664:14, II does not apply to the current situation because the ads run by Pennichuck were not "[p]olitical advertising to promote the success or defeat of a *measure*" (emphasis added). RSA 664:14, III and IV only apply if only if a signature is required in the first instance. RSA 664:14, V dispenses with the signature requirement for a bumper sticker or a campaign button. RSA 664:14, VI only applies to ads run by "political committees," which Pennichuck is clearly not. Finally, 664:14, VII only applies to ads that do not advocate the success of a particular party, candidate or measure. Pennichuck's ads clearly advocate for the success of four candidates. Accordingly, RSA 664:14 does not apply to Pennichuck or its ads.

5. The City Ordinances Regarding Campaign Finance Do Not Apply To Pennichuck

In his November 2, 2005 letter to Pennichuck, Mr. Bergeron also references Nashua City Ordinances § 7-56 through 7-65 relative to campaign contributions. He states that Pennichuck is required to file certain reports detailing Pennichuck's "receipts and expenditures" in relation to the municipal elections. In his December 21st complaint, Mr. Bergeron references that letter and alleges that Pennichuck did not file a campaign receipt and expenditure report with his office, "as required", though it is unclear from his complaint whether he seeks for the Attorney General to enforce the Nashua City Ordinances or even address this issue.³ Pennichuck does not believe that the Attorney General's office has the authority to enforce a municipal regulation, and even if it did, there is no basis for enforcement in this case.

As a fundamental matter, it is unclear why Mr. Bergeron believes that Pennichuck was "required" to file a report with his office. Clearly, none of the ordinances he cites apply to Pennichuck. Section 7-56 states that:

³ Because the City Ordinances are purely a municipal matter, enforcement of those Ordinances is up to the City. The Attorney General is the attorney for the State and has a duty to enforce state, not local law. See RSA 7:6-a.

the provisions of this article shall apply to the holders of the offices of mayor, alderman at large, ward alderman, board of education, fire commissioners and public works commission and to candidates for any of these offices.

Pennichuck is not a holder of any town office, a candidate, or any other official listed above. By definition, Article IV of the City of Nashua Ordinances regarding campaign contributions cannot apply to Pennichuck and Mr. Bergeron's assertion that Pennichuck was required by those ordinances to file a report is baseless.

Moreover, the filing requirement is limited to candidates or political committees. Section 7-58 of the Nashua City Ordinances requires that:

(a) each *candidate* or *political committee* which shall have received ... anything of value or who shall have expended during the same year anything of value, shall file a statement with the city clerk....

(Emphasis added). Section 7-57 provides the following definitions:

Candidate means as "any duly nominated person, and any person announcing as a write-in candidate at least twenty (20) days prior to a election, and for whom votes are sought in that election.

Political committee means any organization of two or more persons which has organized for the purpose of effecting the election of a candidate or candidates.

Pennichuck falls under neither definition. It is undisputed that Pennichuck is not a candidate. Just as clearly, Pennichuck is not a political committee. As explained above relative to state elections laws (Part 4, supra), Pennichuck was not organized for the purpose of effecting an election—Pennichuck was organized to provide water to homes in New Hampshire. Despite Mr. Bergeron's assertions in his November 2, 2005 letter to the contrary, Pennichuck is not required to file reports of receipts and expenditures with the City.⁴

⁴ It is also unlikely that, even if the City's Ordinances applied, they would be enforceable. RSA 49-B:8 states that a city may enact ordinances or bylaws, but that "[n]o change in the composition, mode of election or terms of office of the legislative body, the mayor or the manager of any municipality may be accomplished by bylaw or ordinance." Thus, the City's Ordinances relative to campaign finance, which effect the "mode" of election, are invalid.

6. The Nashua City Charter Does Not, And Cannot, Apply Chapter 664 State Election Laws To Municipal Election Laws

In his November 2nd letter to Pennichuck, Mr. Bergeron also referenced the Nashua City Charter § 31, "relative to the applicability of all Public Statutes relative to the conduct of municipal elections." That section provides, in relevant part, that:

[A]ll provisions of the Public Statutes and amendments thereto, penal or otherwise, relating to the warnings and manner of conducting generally biennially elections, the sealing and return of ballots and tally sheets, and the record and return of the vote, shall apply to such municipal elections. And such municipal elections shall be deemed to be elections within the meaning of all penal statutes relating to offenses against the purity of elections”.

First, the above section, by its plain language, only pertains to conducting the election itself, not campaign finance or advertising. The above section addresses ballots, tally sheets, return of votes and voting records. All of these issues pertain to ensuring that all voters have access to votes and that votes are properly and fairly counted. Political advertising by companies has nothing to do with ensuring that votes are recorded and counted properly, or ensuring that a Nashua resident's right to vote is not impaired. Thus, Section 31 of the Nashua City Charter is irrelevant with respect to the allegations in Mr. Bergeron's complaint.

Second, even if the Section 31 could be construed to adopt all state elections laws (including campaign finance standards and advertising standard), the City of Nashua cannot do so. "It is well settled that towns cannot regulate a field that has been preempted by the State." Hooksett v. Baines, 148 N.H. 625, 627 (2002). "Generally, a detailed and comprehensive State statutory scheme governing a particular field is demonstrative of the State's intent to preempt that field by placing exclusive control in the State's hands." Id. As outlined above, the New Hampshire legislature has enacted a statutory scheme that governs campaign contributions and political advertising. See RSA 664:4 and 664:14. That statutory scheme is detailed and comprehensive, covering campaign finance, political committees, and individual contributions. In addition, the State has taken pains to limit the application of campaign finance statutes to state elections, while allowing other statutes, such as those addressing certain political advertising, to apply to both state and local elections. See discussion in Part 2 pp.2-3 supra. Thus, the State has preempted election laws to the extent that it has not expressly or impliedly granted other entities, such a town or city, the power to control their local elections. See Hooksett, 148 N.H. at 631.

In addition, at most, a town or city charter must be "strictly interpreted to allow towns and cities to adopt, amend or revise a municipal charter relative to their form of government *so long as the resulting charter is neither in conflict nor inconsistent with the general laws or constitution of this state.*" RSA 49-B:1, quoted in Hooksett, 148 N.H. at 628-29 (2002) (holding that a town does not have the authority to enact term limits for elected officials). RSA 664:4 regulates campaign contributions and explicitly limits restrictions on contributions to state

January 13, 2006

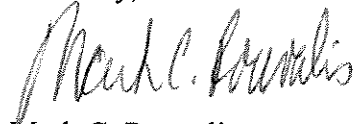
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elections. Similarly, RSA 664:14 regulates political advertising for both state and municipal elections. Any attempt by the City of Nashua regulate these areas either by ordinance or through its Charter is contrary to the limitations set forth in RSA 49-B:1. Accordingly, Section 31 of Nashua's Charter cannot regulate either campaign finance or political advertising, nor can it pass ordinances that do so.⁵

For all of the above reasons, it is clear that Mr. Bergeron's complaint is meritless and does not warrant further investigation by your office.

Please call if you have any questions about this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mark C. Rouvalis", written in a cursive style.

Mark C. Rouvalis

MCR:ems

cc: Steven V. Camerino, Esq.
Donald Correll, President and CEO, Pennichuck Corporation

⁵ Section 31 of the City Charter's reference to "purity of elections" statutes is inapplicable to the City's complaint. The Purity of Election Statute, RSA Chapter 666, applies to the voting and balloting process, not campaign finance or advertising and none of the sections of Chapter 666 apply to Pennichuck.



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OFFICES IN:
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February 16, 2006

Via Electronic Mail and U.S. First Class

Orville B. Fitch, II
Deputy Attorney General
Office of the Attorney General
33 Capitol Street
Concord, NH 03301

Re: Pennichuck Water Works; SmartWater.org

Dear Attorney Fitch:

I write to respond to the questions you raised concerning Pennichuck's response to the City of Nashua's election law complaint.

You inquired as to the legal status of SmartWater. As I mentioned to you, SmartWater is not a 501(c)(3) corporation. SmartWater is a website that was established by Pennichuck Corporation to provide a forum for citizens who oppose the City of Nashua's attempt to take over Pennichuck Water Works' assets by eminent domain to share their views and obtain information. There are no dues or membership requirements associated with participating in the website, and there is no formal structure other than the existence of the website itself. SmartWater collected no political or other contributions from any third party. Rather, the website was established by Pennichuck, which has itself paid all costs related to it. Similarly, all of the issue advertisements and signage associated with SmartWater have been paid for by Pennichuck. Those ads and signage are all well within the scope of constitutionally protected political speech and are not regulated under RSA 664:14. Thus, the fact that Pennichuck established and funded the SmartWater website is irrelevant to the campaign advertising issues raised in Mr. Bergeron's complaint because the signature requirements of RSA 664:14 do not apply and indeed, constitutionally, those ads need not be signed at all. See McIntyre v. Ohio Elections Comm'n, 514 U.S. 334, 342 (1995).

I also understood you to ask whether the provisions of the Nashua City Charter Section 31 create new obligations upon municipal candidates and their supporters by incorporating by reference either all the provisions of the State election laws, or simply the sections involving

purity of elections. The City Charter purports to do both, but neither is lawful. Section 31 purports to apply "*all provisions* of the Public Statutes and amendments thereto, penal or otherwise," including offenses against the "purity of elections." As written, Section 31 of Nashua's Charter is unenforceable because it is preempted by State election law, is overly broad, impermissibly vague, and makes no sense according to the plain language of the statutes it purports to incorporate.

The City only has the authority to adopt election laws that the State has authorized it to adopt. No statute authorizes a city to adopt all state laws as part of a city ordinance or charter. To attempt to enforce against a citizen unauthorized election laws is prohibited by the preemption doctrine. As you know, the State has adopted general elections laws in RSA Chapters 39, 41, 42, and Chapters 652 through 670. Supreme Court precedent leaves little doubt that the State has preempted local election law unless expressly authorized by State statute and that the City's attempt to create its own elections laws are invalid. See Town of Hooksett v. Baines, 148 N.H. 625, 627 (2002) (invalidating local term limits on elected official because by creating comprehensive election scheme, the State intended to place exclusive control of election laws in the State's hands). In fact, in the past year, two city charter provisions purporting to control elections have been invalidated as preempted, including the Nashua City Charter. See Streeter v. McGrath, Bergeron and the City of Nashua, 05-E-0427 (Judge Hicks' Sup. Ct. order of December 13, 2005) (holding that Nashua's recall provision exceeded the scope of municipal authority and undermined the legislature's intent to provide municipalities with uniform practices and procedures by which they may organize their local government.); Knowles v. Stockbridge, 04-E-0361 (Sup. Ct. Order of March 7, 2005) (invalidating Seabrook's recall provision).

The Charter provision is also unenforceable because it is overly broad on its face. Applying it literally would lead to absurd results by, for example, requiring the State to prepare the ballots (RSA 656:1), as well as city clerks (RSA 669:23); requiring the State to conduct recounts (RSA 660:1), as well as city officials (RSA 669:32); requiring candidates and political committees to file financial disclosures with the secretary of state (RSA 655:14-b and 664:3) for purely local elections, even though, by its express terms, political committee registration under RSA 664:3 applies only in "state primary, general and special elections." RSA 664:1. These contradictory and absurd results make clear that the Charter cannot be applied as written without implicating important constitutional and preemption concerns.

Similarly, the Charter cannot be narrowly interpreted so as to construe it as adopting only Chapter 666, entitled "Purity of Elections." Nashua has no authority to adopt or enforce this statute because its application and enforcement is strictly within the State's purview. See RSA 666:8 ("The attorney general shall be responsible for the enforcement of the election laws as provided in RSA 7:6-c."). Even if Chapter 666 somehow could have been adopted by the City, none of the sections of Chapter 666 apply to Pennichuck or SmartWater in any event and therefore are irrelevant to the issues raised in Mr. Bergeron's complaint. No other narrow reading of the City Charter can save it from its unlawfulness as applied in this case.

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The City Charter provision relating to election laws further is unenforceable because it is impermissibly vague and thus void under the New Hampshire and U.S. Constitutions. "Generally, a municipal ordinance must be framed in terms sufficiently clear, definite, and certain, so that an average man after reading it will understand when he is violating its provisions." Freedom v. Gillespie, 120 N.H. 576, 580 (N.H. 1980); See also Stenson v. McLaughlin, 2001 DNH 159, **14-15 (D.N.H. 2001) (finding the word "implicitly" in RSA 664:2 impermissibly vague, leaving readers of the statute unable to determine whether their intended activities would violate the law). Section 31 purports to adopt "all provisions of the Public Statutes and amendments thereto, penal or otherwise" pertaining to elections, including the statute pertaining to the purity of elections. It is unclear whether "Public Statutes" is a reference to federal, state or local laws, or all three, and the broad reference to "all provisions" includes statutes which do not apply to municipal elections. As written, no ordinary person would have a reasonable opportunity to understand what conduct Section 31 prohibits.

Please call me after you have had a chance to review this letter to discuss the status of your investigation and whether you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Rouvalis', with a stylized flourish at the end.

Mark C. Rouvalis

MCR:ems

cc: Steven V. Camerino, Esq.
Donald Correll, President and CEO, Pennichuck Corporation